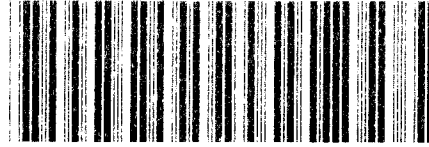


Recording Requested By:

Grae Winton, LLC



11 PGS

When Recorded, Mail To:

Lawrence P. Kolb, Acting Executive Officer
California Regional Water Quality Control Board
San Francisco Bay Region
1515 Clay Street, Suite 1400
Oakland, California 94612

423
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108

**COVENANT AND ENVIRONMENTAL RESTRICTION
ON PROPERTY**

Airport Plaza, 23956-23958 Hesperian Boulevard and 991 W. Winton Avenue,
Hayward, Alameda County, California

This Covenant and Environmental Restriction on Property (this "Covenant") is made as of the 27th day of JUNE, 2002 by Grae Winton, LLC ("Covenantor") who is the Owner of record of that certain property situated at 23956-23958 Hesperian Boulevard and 991 W. Winton Avenue, in the City of Hayward, County of Alameda, State of California, which is more particularly described in Exhibit A attached hereto and incorporated herein by this reference (such portion hereinafter referred to as the "Burdened Property"), for the benefit of the California Regional Water Quality Control Board for the San Francisco Bay Region (the "Board"), with reference to the following facts:

A. The Burdened Property and groundwater underlying the property contains hazardous materials.

B. Contamination of the Burdened Property. Soil at the Burdened Property was contaminated by a former dry cleaning operation. These operations resulted in contamination of soil and shallow groundwater with organic chemicals including tetrachloroethene (PCE), which constitute hazardous materials as that term is defined in Health & Safety Code Section 25260. Soils affected at concentrations exceeding cleanup standards were excavated, transported and disposed of as hazardous waste. Accessible groundwater was treated to enhance the natural degradation process for the remaining PCE and its transformation products.

C. Exposure Pathways. The contaminants addressed in this Covenant are present in shallow groundwater on the Burdened Property. Without the mitigation measures which have been performed on the Burdened Property, exposure to these contaminants could take place via actions resulting in dermal contact, inhalation, or ingestion by humans. The risk of public exposure to the contaminants has been substantially lessened by the remediation and controls described herein.

D. Adjacent Land Uses and Population Potentially Affected. The Burdened Property is used for commercial and industrial purposes and is adjacent to other commercial and industrial land uses.

E. Full and voluntary disclosure to the Board of the presence of hazardous materials on the Burdened Property has been made and extensive sampling of the Burdened Property has been conducted.

F. Covenantor desires and intends that in order to benefit the Board, and to protect the present and future public health and safety, the Burdened Property shall be used in such a manner as to avoid potential harm to persons or property that may result from hazardous materials that may have been deposited on portions of the Burdened Property.

ARTICLE I GENERAL PROVISIONS

1.1 Provisions to Run with the Land. This Covenant sets forth protective provisions, covenants, conditions and restrictions (collectively referred to as "Restrictions") upon and subject to which the Burdened Property and every portion thereof shall be improved, held, used, occupied, leased, sold, hypothecated, encumbered, and/or conveyed. The restrictions set forth in Article III are reasonably necessary to protect present and future human health and safety or the environment as a result of the presence on the land of hazardous materials. Each and all of the Restrictions shall run with the land, and pass with each and every portion of the Burdened Property, and shall apply to, inure to the benefit of, and bind the respective successors in interest thereof, for the benefit of the Board and all Owners and Occupants. Each and all of the Restrictions are imposed upon the entire Burdened Property unless expressly stated as applicable to a specific portion of the Burdened Property. Each and all of the Restrictions run with the land pursuant to section 1471 of the Civil Code. Each and all of the Restrictions are enforceable by the Board.

1.2 Concurrence of Owners and Lessees Presumed. All purchasers, lessees, or possessors of any portion of the Burdened Property shall be deemed by their purchase, leasing, or possession of such Burdened Property, to be in accord with the foregoing and to agree for and among themselves, their heirs, successors, and assignees, and the agents, employees, and lessees of such owners, heirs, successors, and assignees, that the Restrictions as herein established must be adhered to for the benefit of the Board and the Owners and Occupants of the Burdened Property and that the interest of the Owners and Occupants of the Burdened Property shall be subject to the Restrictions contained herein.

1.3 Incorporation into Deeds and Leases. Covenantor desires and covenants that the Restrictions set out herein shall be incorporated in and attached to each and all deeds and leases of any portion of the Burdened Property. Recordation of this Covenant shall be deemed binding on all successors, assigns, and lessees, regardless of whether a copy of this Covenant and Agreement has been attached to or incorporated into any given deed or lease.

1.4 Purpose. It is the purpose of this instrument to convey to the Board real property rights, which will run with the land, to facilitate the remediation of past environmental contamination and to protect human health and the environment by reducing the risk of exposure to residual hazardous materials.

ARTICLE II DEFINITIONS

2.1 Board. "Board" shall mean the California Regional Water Quality Control Board for the San Francisco Bay Region and shall include its successor agencies, if any.

2.2 Improvements. "Improvements" shall mean all buildings, roads, driveways, regradings, and paved parking areas, constructed or placed upon any portion of the Burdened Property.

2.3 Occupants. "Occupants" shall mean Owners and those persons entitled by ownership, leasehold, or other legal relationship to the exclusive right to use and/or occupy all or any portion of the Burdened Property.

2.4 Owner or Owners. "Owner" or "Owners" shall mean the Covenantor and/or its successors in interest, who hold title to all or any portion of the Burdened Property.

ARTICLE III DEVELOPMENT, USE AND CONVEYANCE OF THE BURDENED PROPERTY

3.1 Restrictions on Development and Use. Covenantor promises to restrict the use of the Burdened Property as follows:

a. No Owners or Occupants of the Property or any portion thereof shall drill, bore, otherwise construct, or use a well for the purpose of extracting water for any use, including but not limited to, domestic, potable, or industrial uses, unless expressly permitted in writing by the Board.

3.2 Enforcement. Failure of an Owner or Occupant to comply with any of the restrictions, as set forth in paragraph 3.1, shall be grounds for the Board, by reason of this Covenant, to have the authority to require that the Owner modify or remove any Improvements constructed in violation of that paragraph. Violation of the Covenant shall be grounds for the Board to file civil actions against the Owner as provided by law.

3.3 Notice in Agreements. After the date of recordation hereof, all Owners and Occupants shall execute a written instrument which shall accompany all purchase agreements or leases relating to the property. Any such instrument shall contain the following statement:

The land described herein contains hazardous materials in soils and in the ground water under the property, and is subject to a deed restriction dated as of _____, 2002, and recorded on _____, 2002, in the Official Records of Alameda County, California, as

Document No. _____, which Covenant and Restriction imposes certain covenants, conditions, and restrictions on usage of the property described herein. This statement is not a declaration that a hazard exists.

ARTICLE IV VARIANCE AND TERMINATION

4.1 Variance. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or any portion thereof may apply to the Board for a written variance from the provisions of this Covenant.

4.2 Termination. Any Owner or, with the Owner's consent, any Occupant of the Burdened Property or a portion thereof may apply to the Board for a termination of the Restrictions as they apply to all or any portion of the Burdened Property.

4.3 Term. Unless terminated in accordance with paragraph 4.2 above, by law or otherwise, this Covenant shall continue in effect in perpetuity.

ARTICLE V MISCELLANEOUS

5.1 No Dedication Intended. Nothing set forth herein shall be construed to be a gift or dedication, or offer of a gift or dedication, of the Burdened Property or any portion thereof to the general public.

5.2 Notices. Whenever any person gives or serves any notice, demand, or other communication with respect to this Covenant, each such notice, demand, or other communication shall be in writing and shall be deemed effective (1) when delivered, if personally delivered to the person being served or official of a government agency being served, or (2) three (3) business days after deposit in the mail if mailed by United States mail, postage paid certified, return receipt requested:

If To: "Covenantor"
Grae Winton, LLC

If To: "Board"
Regional Water Quality Control Board
San Francisco Bay Region
Attention: Executive Officer
1515 Clay Street, Suite 1400
Oakland, California 94612

5.3 Partial Invalidity. If any portion of the Restrictions or terms set forth herein is determined to be invalid for any reason, the remaining portion shall remain in full force and effect as if such portion had not been included herein.


5.4 Article Headings. Headings at the beginning of each numbered article of this Covenant are solely for the convenience of the parties and are not a part of the Covenant.

5.5 Recordation. This instrument shall be executed by the Covenantor and by the Executive Officer of the Board. This instrument shall be recorded by the Covenantor in the County of Alameda within ten (10) days of the date of execution.

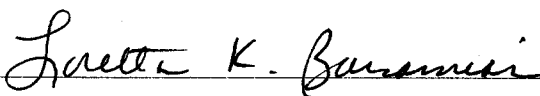
5.6 References. All references to Code sections include successor provisions.

5.7 Construction. Any general rule of construction to the contrary notwithstanding, this instrument shall be liberally construed in favor of the Covenant to effect the purpose of this instrument and the policy and purpose of the Water Code. If any provision of this instrument is found to be ambiguous, an interpretation consistent with the purpose of this instrument that would render the provision valid shall be favored over any interpretation that would render it invalid.

IN WITNESS WHEREOF, the parties execute this Covenant as of the date set forth above.
Covenantor: Grae Winton, LLC

By: 
Title: VICE PRESIDENT, MANLY, GRAE VENTURES, LLC
Date: JUNE 27, 2002

Agency: State of California
Regional Water Quality Board,
San Francisco Bay Region

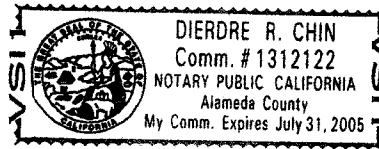
By: 
Title: Executive Officer
Date: JUNE 26, 2002

STATE OF CALIFORNIA)
)
COUNTY OF Alameda)

On June 26, 2002 before me, the undersigned a Notary Public in and for said state,
personally appeared [Covenantor], personally known to me or proved to me on the basis of
satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Dierdre R. Chin
Notary Public in and for said
County and State



STATE OF CALIFORNIA)
)
COUNTY OF _____)

On _____, 2002 before me, the undersigned a Notary Public in and for said state,
personally appeared [EXECUTIVE OFFICER], personally known to me or proved to me on
the basis of satisfactory evidence to be the person who executed the within instrument.

WITNESS my hand and official seal.

Notary Public in and for said
County and State

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

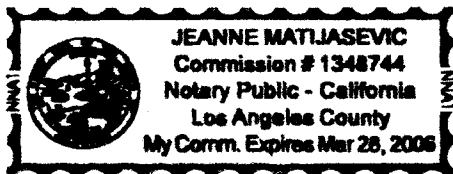
County of Los Angeles

} ss.

On June 27, 2002 before me, Jeanne Matijasevic, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
personally appeared David Gilmore
Name(s) of Signer(s)

☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person~~(s)~~ whose name~~(s)~~ is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity~~(ies)~~, and that by his/~~her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~; or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.



WITNESS my hand and official seal.

Jeanne Matijasevic
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Covenant and Environmental Restriction on Property

Document Date: June 27, 2002 Number of Pages: 5+Exhibits

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

ILLEGIBLE NOTARY SEAL DECLARATION

(Government Code 27361.7)

**I declare under penalty of perjury that the notary seal on the document
to which this statement is attached, reads as follows:**

NAME OF NOTARY PUBLIC: Jeanne Matijasevic

COMMISSION NUMBER: 1348744

NOTARY PUBLIC STATE: California

COUNTY: Los Angeles

MY COMM. EXPIRES: MARCH 28, 2006
(DATE)

SIGNATURE OF DECLARANT: Dale Twycross

PRINT NAME OF DECLARANT: Dale Twycross

CITY & STATE OF EXECUTION: Oakland, CA

DATE SIGNED: June 28, 2002

THE ABOVE INFORMATION MUST BE LEGIBLE FOR SCANNING

EXHIBIT A LEGAL DESCRIPTION

CITY OF HAYWARD

PARCEL ONE:

BEGIN AT A POINT ON THE NORTHWESTERN LINE OF WINTON AVENUE, DISTANT THEREON NORTH 64° 12' EAST, 168.13 FEET FROM THE EASTERN EXTREMITY OF A CURVE WITH A RADIUS OF 20 FEET CONNECTING SAID LINE OF WINTON AVENUE WITH THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, AS SAID AVENUE, CURVE AND BOULEVARD ARE SHOWN ON THE MAP OF "TRACT 999, HAYWARD, ALAMEDA COUNTY, CALIFORNIA", FILED JULY 14, 1950, IN BOOK 30 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; RUN THEN ALONG SAID LINE OF WINTON AVENUE, NORTH 64° 12' EAST, 67.01 FEET TO THE SOUTHWESTERN BOUNDARY LINE OF BLOCK 1, AS SAID BLOCK IS SHOWN ON SAID TRACT 999; THEN ALONG THE LAST NAMED LINE, NORTH 26° 11' 10" WEST, 403.37 FEET TO THE SOUTHEASTERN LINE OF THE LAND DESCRIBED IN THE DEED TO DAIRY FARMERS, INC., DATED DECEMBER 26, 1957, RECORDED JANUARY 2, 1958, IN BOOK 8559 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 172, INSTRUMENT NO. AP/228; THEN ALONG THE LAST NAMED LINE, SOUTH 64° 12' WEST, 67.01 FEET TO A LINE DRAWN NORTH 26° 11' 10" WEST FROM THE POINT OF BEGINNING; AND THEN ALONG THE LAST NAMED LINE SO DRAWN, SOUTH 26° 11' 10" EAST, 403.37 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM, THE SOUTHEASTERN 6 FEET THEREOF, AS DESCRIBED IN THE DEED TO THE CITY OF HAYWARD, DATED OCTOBER 5, 1964 AND RECORDED NOVEMBER 16, 1964, IN REEL 1366, IMAGE 854, OFFICIAL RECORDS, UNDER RECORDER'S SERIES NO. AW/184057.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED IN THE DEED TO THE CITY OF HAYWARD, RECORDED MARCH 25, 1994, SERIES NO. 94116937, OFFICIAL RECORDS.

PARCEL TWO:

BEGINNING AT A POINT ON THE NORTHWESTERN LINE OF WINTON AVENUE, DISTANT THEREON NORTH 64° 12' EAST, 100.13 FEET FROM THE EASTERN EXTREMITY OF A CURVE WITH A RADIUS OF 20 FEET CONNECTING THE SAID LINE OF WINTON AVENUE WITH THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, AS SAID AVENUE, CURVE AND BOULEVARD ARE SHOWN ON THE MAP OF "TRACT 999, HAYWARD, ALAMEDA COUNTY, CALIFORNIA", FILED JULY 14, 1950, IN BOOK 30 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; RUNNING THENCE ALONG SAID LINE OF WINTON AVENUE, NORTH 64° 12' EAST, 68 FEET; THENCE NORTH 26° 11' 10" WEST, 190 FEET; THENCE SOUTH 64° 12' WEST, 67 FEET; THENCE SOUTH 26° 11' 10" EAST, 60 FEET; THENCE SOUTH 64° 12' WEST, 1 FOOT TO A LINE DRAWN NORTH 26° 11' 10" WEST FROM THE POINT OF BEGINNING; AND THENCE SOUTH 26° 11' 10" EAST, 130 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM THE SOUTHEASTERN 6 FEET THEREOF, AS DESCRIBED IN THE DEED TO THE CITY OF HAYWARD, DATED OCTOBER 5, 1964 AND RECORDED NOVEMBER 16, 1964, IN REEL 1366, IMAGE 854, OFFICIAL RECORDS, UNDER RECORDER'S SERIES NO. AW/184057.

ALSO EXCEPTING THEREFROM, THAT PORTION THEREOF CONVEYED IN THE DEED TO THE CITY OF

CONTINUED ON ATTACHED EXHIBIT

EXHIBIT A
Description Continued

HAYWARD, RECORDED MARCH 25, 1994, SERIES NO. 94116937, OFFICIAL RECORDS.

PARCEL THREE:

COMMENCING AT A POINT ON THE NORTHWESTERN LINE OF WINTON AVENUE, DISTANT THEREON NORTH 64° 12' EAST, 168.13 FEET FROM THE EASTERN EXTREMITY OF A CURVE WITH A RADIUS OF 20 FEET CONNECTING SAID LINE OF WINTON AVENUE WITH THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, AS SAID AVENUE, CURVE AND BOULEVARD ARE SHOWN ON THE MAP OF "TRACT 999, HAYWARD, ALAMEDA COUNTY, CALIFORNIA", FILED JULY 14, 1950, IN BOOK 30 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; RUN THENCE NORTH 26° 11' 10" WEST, 130 FEET; THENCE SOUTH 64° 12' WEST, 67 FEET TO THE ACTUAL POINT OF BEGINNING; THENCE NORTH 26° 11' 10" WEST, 60 FEET; THENCE SOUTH 64° 12' WEST, 121.13 FEET TO THE NORTHEASTERN LINE OF SAID HESPERIAN BOULEVARD; THENCE ALONG THE LAST NAMED LINE, SOUTH 26° 11' 10" EAST, 60 FEET TO A LINE DRAWN SOUTH 64° 12' WEST FROM THE ACTUAL POINT OF BEGINNING; AND THENCE NORTH 64° 12' EAST, 121.13 FEET TO THE ACTUAL POINT OF BEGINNING.

PARCEL FOUR:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, 116 FEET, AS SAID BOULEVARD IS SHOWN ON THE MAP OF "TRACT 999", FILED JULY 14, 1950, IN BOOK 30 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY, DISTANT THEREON, NORTH 26° 11' 10" WEST, 60 FEET FROM THE INTERSECTION THEREOF WITH THE NORTHWESTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO WILLIAM H. HENNING, ET AL, RECORDED MAY 25, 1953, IN BOOK 7037 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 206; RUNNING THENCE NORTH 26° 11' 10" WEST, 211.65 FEET TO THE SOUTHEASTERN LINE OF THE PARCEL OF LAND DESCRIBED IN THE DEED TO DAIRY FARMS, INC., RECORDED JANUARY 2, 1958, IN BOOK 8559 OF OFFICIAL RECORDS OF ALAMEDA COUNTY, PAGE 172; THENCE ALONG THE LAST NAMED LINE, NORTH 63° 48' 50" EAST, 187.99 FEET; THENCE SOUTH 26° 11' 10" EAST, 213.37 FEET; THENCE SOUTH 64° 12' WEST, 188.13 FEET TO THE POINT OF BEGINNING.

PARCEL FIVE:

BEGINNING AT A POINT ON THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, 116.00 FEET IN WIDTH, DISTANT ALONG SAID LINE NORTH 26° 11' 10" WEST, 110.13 FEET FROM THE NORTHWESTERN END OF THE CURVE HAVING A RADIUS OF 20.00 FEET CONNECTING SAID LINE OF HESPERIAN BOULEVARD WITH THE NORTHWESTERN LINE OF WEST WINTON AVENUE, 80.00 FEET IN WIDTH, AS SAID BOULEVARD, CURVE AND AVENUE ARE SHOWN ON THE MAP OF "TRACT 999", ETC., FILED JULY 14, 1950, IN BOOK 30 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY; AND RUNNING THENCE SOUTH 64° 12' WEST, 18.00 FEET TO A LINE DRAWN PARALLEL WITH AND DISTANT SOUTHWESTERLY, AT RIGHT ANGLES, 18.00 FEET FROM SAID LINE OF HESPERIAN BOULEVARD; THENCE ALONG SAID PARALLEL LINE SO DRAWN, NORTH 26° 11' 10" WEST, 71.47 FEET TO A POINT OF CURVE; THENCE NORTHWESTERLY ALONG THE ARC OF LAST SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,100.00 FEET, TANGENT TO LAST SAID COURSE, THROUGH AN ANGLE OF 2° 29' 15", A DISTANCE OF 91.17 FEET; THENCE TANGENT TO LAST SAID CURVE, NORTH 28° 40' 25" WEST, 109.02 FEET; THENCE NORTH 63° 48' 50" EAST, 24.71 FEET TO SAID NORTHEASTERN LINE OF HESPERIAN BOULEVARD; THENCE ALONG LAST SAID LINE, SOUTH 26° 11' 10" EAST, 271.65 FEET TO THE POINT OF BEGINNING.

EXHIBIT A
Description Continued

PARCEL SIX:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERN LINE OF LOT 1 IN BLOCK 1 OF TRACT 999, FILED IN BOOK 30 OF MAPS, PAGE 88, RECORDS OF SAID COUNTY, WITH THE NORTHEASTERN LINE OF HESPERIAN BOULEVARD, 116 FEET WIDE, AS SHOWN ON SAID LAST MENTIONED MAP; THENCE FROM SAID POINT OF BEGINNING NORTH 63° 48' 50" EAST, ALONG THE SOUTHEASTERN LINE OF LOTS 1 TO 5 INCLUSIVE IN BLOCK 1 OF SAID TRACT 999, 255 FEET TO THE SOUTHWESTERN LINE OF LOT 7 IN BLOCK 1 OF SAID TRACT 999; THENCE ALONG THE SOUTHWESTERN LINE OF LOTS 7 TO 11 INCLUSIVE IN BLOCK 1 OF SAID TRACT 999, SOUTH 26° 11' 10" EAST 175 FEET; THENCE SOUTH 63° 48' 50" WEST, 255 FEET TO THE AFORESAID LINE OF HESPERIAN BOULEVARD, THENCE ALONG THE LAST MENTIONED LINE NORTH 26° 11' 10" WEST, 175 FEET TO THE POINT OF BEGINNING.

BEING A PORTION OF LOT 21-B OF "MAP OF MEEK WESTERN TRACT, EDEN TWP., ALAMEDA CO., CAL.", FILED OCTOBER 18, 1905 IN BOOK 20 OF MAPS, PAGE 88, IN THE OFFICE OF THE COUNTY RECORDER OF ALAMEDA COUNTY.

PARCELS ONE THROUGH SIX, INCLUSIVE, ARE ALSO DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE SOUTHEASTERLY LINE OF LOT 1 IN BLOCK 1 OF TRACT 999, IN THE CITY OF HAYWARD, COUNTY OF ALAMEDA, STATE OF CALIFORNIA, AS PER MAP FILED IN BOOK 30 OF MAPS, PAGE 88, THE RECORDS OF SAID COUNTY, WITH THE NORTHEASTERLY LINE OF HESPERIAN BOULEVARD, 116 FEET WIDE, AS SHOWN ON SAID MAP; THENCE NORTH 63° 48' 50" EAST ALONG THE SOUTHEASTERLY LINES OF LOTS 1 THROUGH 5, INCLUSIVE, IN BLOCK 1 OF SAID TRACT 999, 255.00 FEET TO THE SOUTHWEST LINE OF LOT 7 IN BLOCK 1 OF SAID TRACT 999; THENCE ALONG THE SOUTHWEST LINES OF LOTS 7 THROUGH 18, INCLUSIVE, IN BLOCK 1 OF SAID TRACT 999, SOUTH 26° 11' 10" EAST, 561.87 FEET TO THE NORTHWEST LINE OF WINTON AVENUE, 96.50 FEET WIDE, AS ESTABLISHED BY DEED RECORDED ON MARCH 25, 1994, AS INSTRUMENT NO. 94116937 OFFICIAL RECORDS; THENCE ALONG SAID NORTHWESTERLY LINE, SOUTH 64° 12' 00" WEST, 135.01 FEET; THENCE NORTH 26° 11' 10" WEST, 113.50 FEET; THENCE SOUTH 64° 12' 00" WEST, 138.00 FEET TO THE NORTHEASTERLY LINE OF HESPERIAN BOULEVARD, 98.00 FEET WIDE, AS ESTABLISHED BY RESOLUTION VACATING A PORTION OF HESPERIAN BOULEVARD, HAYWARD, CALIFORNIA, RECORDED IN REEL 1460, IMAGE 327, OFFICIAL RECORDS; THENCE ALONG SAID NORTHEASTERLY LINE, NORTH 26° 11' 10" WEST, 71.47 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE WEST, HAVING A RADIUS OF 2100.00 FEET; THENCE NORTH ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 2° 29' 15", AN ARC LENGTH OF 91.17 FEET; THENCE TANGENT TO SAID CURVE, NORTH 28° 40' 25" WEST, 109.02 FEET; THENCE NORTH 63° 48' 50" EAST, 24.71 FEET TO THE NORTHERLY LINE OF HESPERIAN BOULEVARD, 116.00 FEET WIDE, AS SHOWN ON SAID TRACT 999; THENCE ALONG SAID NORTHEASTERLY LINE OF HESPERIAN BOULEVARD, NORTH 26° 11' 10" WEST, 175.00 FEET TO THE POINT OF BEGINNING.

ASSESSOR'S PARCEL NOS. 432-0060-104-05 (AFFECTS PARCEL ONE)
432-0060-107-05 (AFFECTS PARCELS TWO, THREE
FOUR AND FIVE
432-0060-108 (AFFECTS PARCEL SIX)